

Exhibit A

[PROPOSED] Order

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16 **UNITED STATES BANKRUPTCY COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION**

19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

24 **Debtors.**

- 25 Affects PG&E Corporation
26 Affects Pacific Gas and Electric Company
27 Affects both Debtors

28 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**[PROPOSED] ORDER PURSUANT TO 11
U.S.C. §§ 327(a) AND 328(a) AND FED. R.
BANKR. P. 2014(a) AND 2016 FOR
AUTHORITY TO RETAIN AND EMPLOY
PRICEWATERHOUSECOOPERS LLP
AS MANAGEMENT, TAX, INTERNAL
ACCOUNTING, AND ADVISORY
CONSULTANTS TO THE DEBTORS
NUNC PRO TUNC TO PETITION DATE**

1 Upon the Application, dated May 1, 2019 (the “**Application**”),¹ of PG&E Corporation (“**PG&E**
2 **Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession
3 (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11**
4 **Cases**”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy**
5 **Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy**
6 **Rules**”), for authority to retain and employ PricewaterhouseCoopers LLP (“**PwC**”) as management, tax,
7 internal accounting, and advisory consultants for the Debtors, effective as of the Petition Date, under a
8 general retainer, all as more fully set forth in the Application; and this Court having jurisdiction to
9 consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the
10 *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule
11 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District
12 of California (the “**Bankruptcy Local Rules**”); and consideration of the Application and the requested
13 relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court
14 pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been
15 provided to the parties listed therein, and it appearing that no other or further notice need be provided;
16 and this Court having reviewed the Application, and the Bowman Declaration; and upon the record of
17 the Hearing (if any was held) and all of the proceedings had before the Court; and this Court having
18 found and determined that the relief sought in the Application is in the best interests of the Debtors, their
19 estates, creditors, shareholders, and all parties in interest; and that the legal and factual bases set forth in
20 the Application establish just cause for the relief granted herein; and after due deliberation and sufficient
21 cause appearing therefor,

22 **IT IS HEREBY ORDERED THAT:**

23 1. The Application is granted as provided herein.

24 2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules
25 2014(a) and 2016, the Debtors are authorized to employ and retain PwC as management, tax, internal
26 accounting, and advisory consultants in these Chapter 11 Cases in accordance with the terms and

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28 ¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such
terms in the Application.

1 conditions set forth in the MSA and the Engagement Letters to perform the services as contemplated by
2 the Application, *nunc pro tunc* to the Petition Date.

3 3. If the Debtors and PwC enter into any additional agreements for the provision of
4 additional services by PwC, PwC and the Debtors will seek separate retention orders with regard to any
5 such additional agreements.

6 4. Notwithstanding anything to the contrary contained herein or in the Application, the
7 MSA, and the Engagement Letters, PwC shall file interim and final fee applications for allowance of
8 compensation and reimbursement of out-of-pocket expenses in accordance with the applicable
9 provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the *United States*
10 *Bankruptcy Court Northern District of California Guidelines for Compensation and Expense*
11 *Reimbursement of Professionals and Trustees*, effective February 19, 2014 (the “**Local Guidelines**”),
12 the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of*
13 *Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1,
14 2013 (the “**U.S. Trustee Guidelines**,” and together with the Local Guidelines, the “**Fee Guidelines**”),
15 the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish*
16 *Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No.
17 701], and any further Orders of the Court in these Chapter 11 Cases regarding professional compensation
18 and reimbursement of expenses (the “**Orders**”).

19 5. Notwithstanding the prior paragraph, the fixed fees payable to PwC pursuant to the MSA
20 Contracts are hereby approved as reasonable and shall be (i) compensated and reimbursed pursuant to
21 the Bankruptcy Code in accordance with the terms of the MSA Contracts, subject to the procedures set
22 forth in the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Fee Guidelines,
23 and the Orders and (ii) subject to review only pursuant to the standards set forth in section 328(a) of the
24 Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the
25 Bankruptcy Code, except that the U.S. Trustee may review such compensation under sections 330 and
26 331 of the Bankruptcy Code and the Court retains jurisdiction to consider the U.S. Trustee’s response or
27 objection to PwC’s interim and final fee applications on all grounds, including, but not limited to,
28

1 reasonableness pursuant to section 330 of the Bankruptcy Code.

2 6. PwC shall include in its fee applications, among other things, time records setting forth a
3 summary description of the services rendered by each professional, with the exception of clerical staff,
4 and the amount of time spent on each date by each such individual in rendering services on behalf of the
5 Debtors in one-half hour (0.5) increments.

6 7. PwC shall provide reasonable notice to the Debtors and the U.S. Trustee of any increase
7 of the hourly rates listed in the Bowman Declaration and the U.S. Trustee retains all rights to object to
8 any rate increase on all grounds including, but not limited to, the reasonableness standard provided for
9 in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

10 8. Subject to PwC's compliance with applicable professional standards in its performance
11 of the Services, PwC shall use its best efforts to avoid duplication of services provided by any of the
12 Debtors' other retained professionals in these Chapter 11 Cases.

13 9. The indemnification, contribution, reimbursement, limitation of liability and related
14 provisions set forth in the MSA and the Engagement Letters are approved, *provided, however,* that during
15 the pendency of the Cases, (a) the limitations of liability provisions set forth in the Bankruptcy
16 Accounting Advisory Services Engagement Letter and the Bankruptcy Tax Advisory Services
17 Engagement Letter (the "**Bankruptcy Engagement Letters**") shall be unenforceable and (b) the
18 indemnification, contribution, reimbursement and related provisions set forth in the Bankruptcy
19 Engagement Letters are, subject to the following terms:

- 20 a. PwC shall not be entitled to indemnification, contribution or reimbursement for
21 services other than the services provided under the Bankruptcy Engagement
Letters, unless such services and the indemnification, contribution or
reimbursement therefore are approved by the Court; and
- 23 b. Notwithstanding any provisions of the Bankruptcy Engagement Letters to the
24 contrary, the Debtors shall have no obligation to indemnify an Indemnified Person
or provide contribution or reimbursement to an Indemnified Person (i) for any
25 claim or expense that is judicially determined (the determination having become
final) to have arisen from such Indemnified Person's bad faith, gross negligence,
or willful misconduct, or (ii) for any indemnification, contribution,
26 reimbursement claim or related expense that is judicially determined to be
prohibited by the application of applicable contractual law.

10. To the extent the Application is inconsistent with this Order, the terms of this Order shall govern.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

** END OF ORDER **